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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**TRICIA LECKLER, ON BEHALF
OF HERSELF AND ALL OTHERS
SIMILARLY SITUATED,**

PLAINTIFF,

v.

CASHCALL, INC.,

DEFENDANT.

CASE NO.: C07-04002 SI

CLASS ACTION

**JOINTLY SUBMITTED
STATEMENT OF UNDISPUTED
FACTS IN SUPPORT OF THE
PARTIES' CROSS-MOTIONS
FOR PARTIAL SUMMARY
JUDGMENT**

JUDGE: HON. SUSAN ILLSTON

DATE: MAY 2, 2008

TIME: 9:00 A.M.

PLACE: COURTROOM 10, 19TH FLOOR

The Parties to this action jointly submit the following Statement of Undisputed Facts in support of their respective cross-motions for Partial Summary Judgment. These undisputed facts are stipulated to by the Parties, along with Exhibit A (attached hereto), and shall be deemed undisputed material facts for purposes of the parties' cross-motions without the submission of declarations or other evidence by either party.

No.	Undisputed Fact:
1	Defendant CashCall, Inc. ("CashCall") makes unsecured personal loans to qualified applicants.
2	In December 2005, Plaintiff Tricia Leckler ("Leckler") contacted CashCall and applied for a personal loan in the amount of \$2,600.
3	As part of the loan application process, Leckler was asked by CashCall to provide, among other things, her "Home Phone," "Mobile Phone," Work Phone," and email address as well as her home address and other contact information.
4	Leckler provided CashCall with each of the requested telephone numbers, including her cellular telephone number ((510) 290-0099), and her e-mail address.
5	CashCall approved Leckler's loan application.
6	On December 19, 2005, Leckler made and delivered to CashCall a promissory note in the principal sum of \$2,600 (the "Note").
7	On December 19, 2005, CashCall advanced the sum of \$2,575 (\$2,600 minus a \$75 loan origination fee) to Leckler in accordance with the terms of the Note.
8	After Leckler fell behind on the monthly payments due to CashCall under the Note, CashCall began collections activities with respect to Leckler.

9	As part of CashCall's collection activities, CashCall placed telephone calls to Leckler's cellular telephone number ((510) 290-0099).
10	During certain of the telephone calls that CashCall placed to Leckler's cellular telephone number ((510) 290-0099), CashCall used prerecorded messages.
11	During certain of the telephone calls that CashCall placed to Leckler's cellular telephone number ((510) 290-0099), CashCall used an automatic telephone dialing system in an attempt to reach Leckler on her cellular telephone.
12	None of the calls made by CashCall to Leckler were for emergency purposes.
13	The telephone usage minutes incurred by Leckler for the calls made by CashCall to her cellular telephone were counted toward the minutes permitted under Leckler's cellular telephone plan.
14	Leckler has not yet paid off the Note.
15	From the time that Leckler provided her cellular telephone number ((510) 290-0099) to CashCall as part of the loan application process until the date of the last prerecorded message and/or autodialed call that Leckler received from CashCall to her cellular telephone number ((510) 290-0099), Leckler did not request that CashCall refrain from contacting her using her cellular telephone number ((510) 290-0099).
16	Leckler never informed CashCall that it could contact her on her cellular telephone by means of prerecorded messages and/or autodialed calls.
17	Leckler never informed CashCall that it could not contact her on her cellular telephone by means of prerecorded messages and/or autodialed calls.
18	Attached hereto as collective Exhibit A are true and correct copies of the following documents, stipulated to be introduced without further foundation for purposes of the parties' cross-motions for partial summary judgment: (a) CashCall Promissory Note and Disclosure Statement dated December 19, 2005, executed by Leckler; (b) the one-page CashCall loan application completed by Leckler, with supporting documents provided by Leckler to

CashCall as requested by CashCall; and (c) a letter dated August 16, 2006, from Leckler to CashCall.

Dated: March 10, 2008

LAW OFFICES OF DOUGLAS J. CAMPION

/s/ Douglas J. Campion
Attorneys for Plaintiffs

HYDE & SWIGART

/s/ Joshua B. Swigart
Attorneys for Plaintiffs

Dated: March 10, 2008

FINLAYSON, AUGUSTINI & WILLIAMS

/s/ Michael R. Williams
Attorneys for Defendant